

**QUESTION:**

How to Commence an Arbitration Under AT&T's Current Arbitration Provision

**ANSWER:****How to Commence an Arbitration Under AT&T's Current Arbitration Provision**

AT&T Mobility ("AT&T") (formerly Cingular Wireless) is committed to customer satisfaction. Part of that commitment is ensuring that any dispute a customer may have is resolved in a fair, effective, and efficient manner. Most of the time that you might have a concern about a bill or our service, that concern can be resolved quickly and to your satisfaction by calling our customer service department at 800-331-0500. If you are still not satisfied, you may have your dispute resolved through binding arbitration before the American Arbitration Association ("AAA"). Alternatively, you may file an action in Small Claims Court.

AT&T has revised its arbitration provision to make the arbitration process as customer-friendly as possible. A copy of the revised arbitration provision is available at <http://www.att.com/disputeresolution>. This document provides additional information on how you may use those procedures. Customers were notified of the revised arbitration provision in December, 2006, and received a copy of that provision along with their bills in January 2007. Former AT&T customers as well as former customers of AT&T's predecessors (Cingular Wireless, the former AT&T Wireless, BellSouth Mobility, Ameritech Mobile, Pacific Bell Wireless, SBMS, SNET Mobility, and SBC Wireless) are entitled to have any dispute resolved under AT&T's revised arbitration provision.

**What Is Arbitration?**

Arbitration is a more informal method of binding dispute resolution than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, has more limited discovery than in court, and is subject to very limited review by courts. Arbitration hearings are typically brief and, at your option, can be done either in person, by telephone, or solely on the basis of documents submitted to the arbitrator. (If you choose an in-person hearing, it will take place in the county (or parish) of your billing address.) You may retain an attorney to represent you in arbitration if you choose. Arbitration under AT&T's arbitration provision will take place on an individual basis. The arbitrator cannot consolidate the claims of more than one person or proceed on a class-wide basis. But arbitration does not affect the substance of your legal claims; arbitrators can award the same damages and relief that a court can award.

Arbitrations under AT&T's arbitration provision will be administered by the AAA, a leading non-profit arbitration provider (<http://www.adr.org>). The arbitration will be conducting using the AAA's Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes—as modified by AT&T's arbitration provision to make arbitration less expensive and more convenient for our customers. Because the AAA may update those rules from time to time, and because the applicable rules for any particular arbitration will be the ones in force at the time, please check the AAA's website ([http://www.adr.org/arb\\_med](http://www.adr.org/arb_med)) to see the latest version.

AT&T will pay all costs of arbitration, no matter who wins, so long as your claim is not frivolous. Moreover, in arbitration you are entitled to recover attorneys' fees from AT&T to at least the same extent as you would be in court. In addition, under certain circumstances explained below, AT&T will pay you and your attorney a special premium if the arbitrator awards you an amount that is greater than what AT&T has offered you to settle the dispute.

If you have retained an attorney, he or she may help you answer any further questions you might have about arbitration.

**How Do I Arbitrate A Claim?**

You can arbitrate a claim against AT&T by taking the following steps:

1. **Mail A Notice Of Dispute to AT&T's Legal Department.** Before beginning an arbitration against AT&T, you must first notify us of your dispute and allow us an opportunity to resolve it without the need for arbitration. Please write us a note briefly explaining the dispute and identifying the specific relief that you would like. Please provide as much information as you think would be helpful, including dates and specific amounts of money, if possible. Please also include the account holder's name, the account number, the mobile telephone number, and an alternate telephone number at which you may be reached during business hours. For your convenience, you may download a Notice of Dispute form from our website (<http://www.att.com/arbitration-forms>). Once you have written the note or filled out the Notice, please send it to us **by certified mail** at General Counsel, AT&T Mobility LLC, 5565 Glenridge Connector, 20th Floor, Atlanta, GA 30342. Please be sure to keep a copy of the note or Notice for your records.
2. **Wait 30 Days To See Whether The Dispute Can Be Resolved Without Arbitration.** If we have not been able to resolve your dispute to your satisfaction within 30 days from when we received your Notice of Dispute, you may start arbitration proceedings. Please be sure to retain a copy of any written settlement offers that we make, but note that the amount of any settlement offer that you or we make must not be shown to the arbitrator until after the arbitrator has resolved the merits of your claim.
3. **Complete A Demand For Arbitration.** You can begin the arbitration by submitting a Demand for Arbitration, which is a statement containing basic information about the dispute: (a) the names, addresses and phone numbers of the parties involved (you and AT&T, in most cases); (b) a description of the dispute; (c) and a short statement of the relief you are seeking. The AAA

**Case 5:07-cv-05152-JW Document 117-4 Filed 06/27/2008 Page 2 of 6**

provides a form Demand for Arbitration on its website (at <http://www.adr.org/si.asp?id=3477>). (There is a separate form for California residents, also available on the AAA's web site (at <http://www.adr.org/si.asp?id=3485>). As a convenient alternative, we have attached a form Demand that AT&T has created for its customers' use. You don't have to use this form, but it includes spaces for all the necessary information. You may download the form Demand (Arbitration Initiation Form) from our website (<http://www.att.com/arbitration-forms>)

4. **Send Us A Copy of Your Demand for Arbitration.** Complete the Demand for Arbitration and make at least four (4) copies. Keep one copy for your records. Send one copy to us at General Counsel, AT&T Mobility LLC, 5565 Glenridge Connector, 20th Floor, Atlanta, GA 30342.
5. **Submit Two Copies Of Your Demand To The AAA.** Send the final two copies of the Demand for Arbitration to the AAA Case Management Center for the state in which your billing address is located. Please be sure to include (1) a copy of AT&T's arbitration provision (you may obtain a copy from our website ()); and (2) the appropriate AAA filing fee. We will promptly reimburse you this amount when we receive a copy of your Demand for Arbitration. The filing fee is currently \$125 for claims under \$10,000, but the AAA may change the amount of the fee. You may obtain the amount of the fee by consulting the AAA's rules. Those rules may be obtained from the AAA's website ([http://www.adr.org/arb\\_med](http://www.adr.org/arb_med)), or by calling the AAA at 800-778-7879. If you are unable to pay the AAA's filing fee, please inform us by writing a letter to the above address and we will arrange to pay it directly. The contact information for the applicable AAA Case Management Centers is:

<b>Western Case Management Center</b>  Administers cases in AK, AZ, CA, HI, ID, MT, NV, NM, OR, UT, WA, CO, WY  John Bishop  Vice President – Case Management Center  6795 N. Palm Avenue, Floor 2  Fresno, CA 93704  Telephone: 877-528-0880  Fax: 559-490-1919  E-mail: <a href="mailto:BishopJ@adr.org">BishopJ@adr.org</a>	<b>Northeast Case Management Center</b>  Administers cases in ME, MA, NH, RI, VT, NY, CT, NJ, PA, DE, WV, MI  Catherine Shanks  Vice President – Case Management Center  950 Warren Avenue  East Providence, RI 02914  Telephone: 866-293-4053  Fax: 401-435-6529  E-mail: <a href="mailto:ShanksC@adr.org">ShanksC@adr.org</a>
<b>Central Case Management Center</b>  Administers cases in AR, IL, IA, KS, LA, MN, MS, MO, NE, ND, OK, SD, TX, WI  Molly Bargaquest  Vice President – Case Management Center  1750 Two Galleria Tower  13455 Noel Road  Dallas, TX 75240-6636  Telephone: 972-702-8222  Fax: 972-490-9008  E-mail: <a href="mailto:BargaquestM@adr.org">BargaquestM@adr.org</a>	<b>Southeast Case Management Center</b>  Administers cases in AL, FL, GA, IN, KY, MD, NC, OH, SC, TN, VA, DC  Chauncey Davis  Vice President – Case Management Center  2200 Century Parkway, Suite 300  Atlanta, GA 30345-3203  Telephone: 404-325-0101  Fax: 404-325-8034  E-mail: <a href="mailto:DavisCh@adr.org">DavisCh@adr.org</a>

The AAA may change this information; please confirm it by calling the AAA at 800-778-7879 or visiting the AAA's web site at <http://www.adr.org/sp.asp?id=29019>.

6. **Case Manager Assignment.** Once the AAA receives your Demand for Arbitration, the AAA will assign your case to a Case Manager. The Case Manager will then send us both a confirmation letter and give AT&T 10 days to respond to your Demand.
7. **Appointment Of Arbitrator.** If no claim in the arbitration exceeds \$75,000, the AAA will appoint an arbitrator and notify us both of that arbitrator's name and qualifications. The AAA requires all arbitrators to check for any past or present relationships with the parties, potential witnesses, and the parties' attorneys. If the arbitrator has any such relationship, the AAA will tell both you and us. If either you or us objects to the AAA's choice of arbitrator, we will have seven days to inform the AAA. Note that all arbitrators must swear an oath for each case promising to be impartial and to abide by the AAA's Code of Ethics for Arbitrators in Commercial Disputes. A copy of that Code may be obtained from the AAA's website (at <http://www.adr.org/sp.asp?id=32124>).
8. **Choose The Kind Of Hearing You Would Like.** Unless you and we agree to have any arbitration hearings somewhere else, they will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, you may choose whether any hearings are conducted in person or by telephone. Alternatively, you may choose to proceed by a "desk" arbitration, which does not involve a hearing. Instead, the arbitrator resolves the dispute solely on the basis of the documents that you and we submit. Once the AAA has commenced the arbitration, you have 10 days to inform the AAA of your choice of hearing. If you do not make a choice, the AAA will assume that you want a desk arbitration. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA rules. Those rules currently provide for a hearing if the consumer's claim exceeds \$10,000, but you and we may agree whether that hearing is in person or by telephone, or whether to forgo the hearing altogether.
9. **Arbitrator's Decision.** Within 14 days from the conclusion of the hearing or from the submission of all written evidence to the arbitrator if you chose a desk arbitration, the arbitrator will render a written decision.
10. **Your Premium.** If the arbitrator grants you relief that exceeds AT&T's last written settlement offer before the arbitrator is appointed, you may be entitled to a special premium. If the arbitrator awards you an amount less than \$5,000—or (if it is larger) the maximum claim that may be filed in Small Claims Court in the county of your billing address—then AT&T will pay you the larger of those amounts (the Premium) instead of the arbitrator's award. If AT&T did not make a written offer to settle the dispute, you will be entitled to receive the Premium if the arbitrator awards you any relief at all on the merits.
11. **Your Attorney's Premium.** If you are entitled to the Premium, then AT&T will also pay your attorney, if any, twice the amount of attorneys' fees your attorney reasonably accrued for investigating, preparing, and pursuing your claim in arbitration. Even if you are not entitled to the premium and the attorney premium, AT&T will reimburse you for your reasonable attorneys' fees and expenses if it is required to do so under applicable law. But you may not receive both the attorney premium and an award of attorneys' fees under a statute. Instead, you will receive the greater amount. AT&T will not attempt to collect from you attorneys' fees that it incurs in either pursuing a claim or successfully defending against a claim in arbitration even when permitted to do so under applicable law.
12. **Arbitration Costs In Frivolous Cases.** If the arbitrator not only rules against you, but also rules that either the substance of your claim or the relief you requested in your Demand for Arbitration was either frivolous or brought for an improper purpose, then responsibility for the costs of arbitration will be set by the AAA's rules. For frivolous cases in which your demand is \$10,000 or less, your share of the costs is currently limited to \$125, though the AAA may change that amount. If the arbitrator makes this determination, you may be required to reimburse AT&T for paying your share of the arbitration costs.

#### Questions and Answers Related to the AT&T Mobility Wireless Arbitration Program Administered by the American Arbitration Association

*Prepared in consultation with and approved by the American Arbitration Association*

##### **Q. What is arbitration?**

**A.** Arbitration is a process, not unlike court (but much less formal), where an independent neutral person hears evidence and issues a decision, known as an "award". This award is generally final and binding on the parties in the case.

##### **Q. What is the American Arbitration Association and what role does it play?**

**A.** The American Arbitration Association (AAA) is a not-for-profit, public service organization committed to the resolution of disputes through the use of arbitration, mediation and other voluntary procedures. Every year, more than 200,000 disputes are resolved by the Association in a range of areas including finance, construction, labor and employment, insurance and technology. The AAA has 30 offices in the United States and Europe.

As an administrative agency, the AAA processes a case from filing to closing, appointing arbitrators, setting hearings, transmitting

documents and scheduling conference calls. The goal is to keep cases moving in a fair and impartial process until completion.

**Q. What kinds of disputes are covered by the AT&T Mobility Arbitration Program?**

**A.** The arbitration clause in the contract between you and AT&T explains what kinds of disputes are covered. The AAA also applies its Supplementary Procedures for Consumer-Related Disputes to disputes between you and AT&T. The AAA will have the discretion to apply or not to apply the Supplementary Procedures and the parties will be able to bring any disputes concerning the application or non-application to the attention of the arbitrator. Consumers are not prohibited from seeking relief in a small claims court for disputes or claims within the scope of its jurisdiction, even in consumer arbitration cases filed by the business.

**Q. Who are the arbitrators?**

**A.** Arbitrators are the independent third parties who hear the evidence and decide the outcomes of cases. They are independent contractors and not employees of the AAA or of AT&T. Arbitrators are carefully selected for their expertise and trained extensively by the AAA. In consumer cases, the AAA will appoint an arbitrator who is an attorney, unless the parties agree otherwise for example, on a case in which there are many financial records, the parties may agree to use an arbitrator who is an accountant instead of an attorney.

**Q. If the contract says I have to arbitrate my dispute, does that mean I can't go to court?**

**A.** The AAA's Consumer Due Process Protocol gives either you or AT&T the option of going to small claims court if the amount of money you are seeking falls within the limits set for small claims courts in the state in which you live or operate.

**Q. Do I have to hire an attorney?**

**A.** Either you or AT&T may be represented by an attorney. However, there is no requirement that you have an attorney to participate in arbitration.

**Q. Where can I find more information about arbitration?**

**A.** You can review other arbitration information on the AAA's Web site.

**Q. Why has the AAA developed the Supplementary Procedures for Consumer-Related Disputes?**

**A.** The AAA developed the Supplementary Procedures for Consumer-Related Disputes to provide a low-cost, streamlined process to resolve disputes between consumers and businesses whose contracts contain a standardized arbitration clause where those terms and conditions are non-negotiable or primarily non-negotiable in most or all of its terms, conditions, features, choices. The Supplementary Procedures are also intended to reinforce the principles of the Consumer Due Process Protocol.

**Q. What is the Consumer Due Process Protocol?**

**A.** The Consumer Due Process Protocol (Protocol) is a statement of principles and standards aimed at promoting fair procedures that protect consumers in arbitrations. The protocol was developed to address a wide range of consumer transactions - those involving the purchase or lease of goods or services for personal, family or household use. A complete copy of the Protocol can be found on the AAA's Web site.

**Q. What if I am having problems with AT&T? Will the AAA help me before I file for arbitration?**

**A.** No. The AAA is a neutral administrative agency and cannot act on behalf of either the consumer or AT&T, or become involved in a dispute before the filing of a case. If you are attempting to resolve a problem with AT&T, you should contact them directly or seek the assistance of a consumer advocacy group.

**Q. Where can I file my claim?**

**A.** AAA's administrative services are available through the Association's Case Management Centers in Atlanta, Dallas, Fresno and East Providence. Address information can be found on the AAA's Web site at [www.adr.org](http://www.adr.org). In-person hearings, if any are needed, can be held at any location convenient to the parties.

**Q. How do I file my claim?**

**A.** To begin the process, either your or AT&T can use the Demand for Arbitration form found on the AAA's Web site. Send the completed form, along with a copy of the arbitration provision in your contract, and the appropriate filing fees and/or deposits to any AAA office. The AAA will notify AT&T, advising them that the AAA has received a consumer case under these supplementary procedures.

**Q. Can AT&T file for arbitration against a consumer?**

**A.** Yes. Either you or AT&T can start an arbitration proceeding.

**Q. Can I have a hearing?**

**A.** Many consumer disputes can be resolved simply through the review of documents. However you may request a hearing. This request should be made no later than ten days after the AAA has initiated the case. You can request either a telephone hearing or an in-person hearing. In-

**Q. Is Mediation available?**

**A.** Mediation is available to assist parties in resolving their disputes. If the parties want to use mediation, they may do so under the Association's Commercial Mediation Rules.

In mediation, an impartial person (the mediator) helps the parties to try and settle their dispute by reaching an agreement together. A mediator does not arbitrate or decide the outcome.

